



BREEDING CONTRACT

PSYRASIC (Psytadel x Karoba)

PHONE 0039 348 5616103

1) PARTIES. THIS AGREEMENT is made on this _____ day of _____, 20__ by and between MARCO FRANCHINI c/o SCUDERIA GROANE and:

Name (Client)		Address	
Farm Name and Address, if different			
City	Country	Zip	
Residence Phone	Farm Phone	Business Phone	

2) HORSE. This agreement (the "Contract") is for the mare (the "Mare"):

Name of Mare: _____ Sire: _____ Dam: _____
Reg #: _____ Date Foaled: _____ Colour: _____
Insurance Carrier: _____ Amount: € _____

3) OWNERSHIP. Client (Mark One):

() has full title & registration () leases () manages or () has purchased the Horse on installment contract with final payment due _____, 20____ and full title and registration are currently held by: _____

Name			
Address	City	Country	Zip

4) **BREEDING.** Client agrees to breed this Mare to **PSYRASIC** during the 2017 breeding season which terminates on August 15, 2017. The Stallion will stand at SCUDERIA GROANE. The stud fee of this year for one breeding is 2500,00 euros(two thousand five hundred).

Each fresh semen collection cost € 150.

Each dose of frozen semen cost € 150.

The total amount of the stud fee must be paid before the first shipment of the semen.

Client has read, understands and agrees to all the terms and conditions of this agreement.

Client: _____ Date: _____

By: _____ Date: _____

For Scuderia Groane

5) **LIVE FOAL GUARANTEE.** Marco Franchini guarantees a return breeding the following season should a Live Foal (defined as one who stands and nurses without assistance) for a period of 48 hours. Death of the foal before qualifications as a Live Foal must be certified in writing by a veterinarian and received by Scuderia Groane within ten (10) days of foaling date. A Rhinopneumonitis vaccination must be administered on the fifth, seventh and ninth month of the Mare's pregnancy, for the Live Foal Guarantee to apply. Mare Owner shall provide the Stallion Manager with a certificate indicating that such vaccination has place. Written documentation may be required in the event of an aborted or dead foal.

6) **STALLION GUARANTEE AND PROMOTION.** Should the Stallion be unavailable for medical reasons including in fertility, as certified by a veterinarian, or by death, the parties agree that the Client shall have the option of breeding to another stallion owned or leased by Marco Franchini or Scuderia Groane. If Client does not wish to breed to the replacement stallion offered, the Client's breeding is null and void and all fees are non-refundable. Client agrees that Marco Franchini and Scuderia Groane may, at its discretion, show or promote Stallion during normal breeding season.

7) **LIMITATION OF LIABILITY AND INDEMNIFICATION.** Regardless of any negligence on its or their part, Scuderia Groane and their subsidiaries, affiliates, breeding managers, agents, servants and employees shall not be held liable for any sickness, disease, estray, theft, death or injury suffered, nor for any other loss, damages or injury arising out of or connected with breeding, or other services pursuant to the Contract, except as required by law. Client fully understands, authorizes and assumes the special risks inherent in breeding, and acknowledges that mortality and other insurance is solely Client's responsibility. ALL implied warranties, including fitness, merchantability or otherwise, and all special, incidental and consequential damages are hereby excluded, to the full extent permitted by law. In no event shall Client's remedy exceed the amount of the fee by law. In no event shall Client's remedy exceed the amount of the fee paid for service complained of Scuderia Groane shall also not held liable for any personal injury or disability, which the Client or his agents, representatives or family may receive while Scuderia Groane premises where the horse is standing. Client agrees to indemnify and hold Scuderia Groane where the stallion is standing harmless for, from and against any claim, damages, illnesses or injury caused or suffered by the Horse, and

from any claim by a buyer of the Horse, and Client agrees to pay all expenses and attorney's fees incurred by Scuderia Groane where the stallion is standing in defending any such claim.

8) **NONASSIGNABILITY.** Client may not assign any rights or delegate any duties under this Contract without the written consent of Marco Franchini or Scuderia Groane.

9) **REBREEDING.** Each breeding is sold with a live foal guarantee. **A live foal is defined as a foal standing and nursing for a period of 48 hours.** After 48 hours, the guarantee is no longer valid. It is agreed upon that **each breeding sold is valid for 2 years maximum.** After two years, the breeding is invalid and there will be no refunds of any kind.

The rebreeding fee is € 500 (to be paid after 2 years).

It is agreed that the breeding is not for resale.

10) **ENTIRE AGREEMENT, CONSTRUCTION, JURISDICTION AND ATTORNEY'S FEES.** This Contract contains the entire understanding of the parties concerning its subject matter and may be modified only in writing. Headings are for convenience only and nor part of this Contract. The invalidity or unenforceability of any term or provision shall not effect the validity or enforceability of the remainder. This Contract shall be construed and governed by the laws of Milano (Italy). Jurisdiction and venue for all disputes connected with this Contract shall be proper only in the laws of Milano (Italy). If a lawsuit is filed with respect to this Contract, the prevailing party shall be entitled to collect all reasonable attorneys' fees and costs.

Client: _____ Date: _____

By: _____ Date: _____

For Marco Franchini

BANK DETAILS:

MARCO FRANCHINI

BANCA INTESA

Agenzia Seveso

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